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mglarum@dollamir.com

Attorneys for Defendant
AUTONOMY CORPORATION PLC

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

GA ESCROW, LLC, a Delaware limited liability company, as Representative for the Escrow Participants,

Plaintiff,

v.

AUTONOMY CORPORATION PLC, a corporation formed under the laws of England and Wales,

Defendant.

Case No. C08-01784-SI

**JOINT CASE MANAGEMENT
CONFERENCE STATEMENT AND
PROPOSED ORDER**

Date: August 15, 2008

Time: 2:00 p.m.

Dept.: 10

Judge: The Honorable Susan Illston

Pursuant to the Northern District's Standing Order and the Court's order dated April 30, 2008, plaintiff GA Escrow, LLC ("GA Escrow" or "Plaintiff") and defendant Autonomy Corporation PLC ("Autonomy" or "Defendant") respectfully submit this Joint Case Management Statement.

1. Jurisdiction and Service.

This action was originally filed by Plaintiff in the Superior Court of California, County of San Francisco. On April 2, 2008 defendant removed this action to federal court, pursuant to the diversity jurisdiction provisions of 28 U.S.C. § 1332 and the removal provisions of 28 U.S.C. § 1441(b). Venue is proper in the Northern District of California pursuant to 28 U.S.C. 1391(a) and (c) because a substantial part of the events giving rise to the claim occurred and Defendant is subject to personal jurisdiction in this judicial district. Additionally, the parties to this action have consented to the jurisdiction of the federal courts located in San Francisco, California.

There are no issues regarding personal jurisdiction or venue, and there are no other parties to be served.

2. Facts.

a. Plaintiff's Brief Description of the Case.

Plaintiff, the representative of the former shareholders of Zantaz, Inc. ("Zantaz"), brings this action to obtain the return of \$8 million that Defendant, which acquired Zantaz, wrongfully misappropriated to itself. Defendant fraudulently caused the removal of money from an Indemnity Escrow Account, to which these improperly-removed funds should now be returned, along with appropriate interest.

This case arises out of indemnity claims made by Defendant following Defendant's acquisition of Zantaz by means of the merger of Zantaz into a wholly-owned subsidiary of Defendant in July 2007. GA Escrow was and is the appointed Escrow Participants' Representative for Zantaz's former shareholders (together, the "Escrow Participants") in connection with Defendant's acquisition of Zantaz. Pursuant to the merger agreement, an amount equal to \$20,500,000 was placed into escrow to satisfy potential indemnification claims to which Defendant might be entitled. To the extent not used to cover such indemnification claims, the

monies placed into escrow were to be paid to the Escrow Participants.

On September 11, 2007, Defendant sent a letter to GA Escrow and the Escrow Agent, U.S. Bank, purporting to assert certain claims under the merger agreement for losses of approximately \$8,000,000 (the “Notice of Claim”). In submitting its Notice of Claim, Autonomy knowingly and falsely put forth claims for losses without having any reasonable factual basis to support such losses. Autonomy did so with the intention that (1) GA Escrow would rely upon its misrepresentations and not object to the Notice of Claim; and (2) the Escrow Agent would rely upon those misrepresentations and release \$8 million to Autonomy. On or around September 26, 2007, the Escrow Agent did release \$8 million to Autonomy.

GA Escrow did not learn that there was no basis for Autonomy’s claimed losses until after the last day to file an objection to the Notice of Claim under the terms of the merger agreement, when it was advised by a former officer of the Company with knowledge of Zantaz’s finances. After being so advised, GA Escrow requested that Autonomy provide specific detail to support its claimed losses. Despite GA Escrow’s repeated requests for specific detail to support its claimed losses listed in the Notice of Claim, to date Autonomy has failed to provide any specific information or documentation that substantiates its claims.

Plaintiff believes that the principal disputed factual issues may include:

- a. Whether Autonomy had any basis for the losses claimed in its Notice of Claim under the terms of the merger agreement.
- b. Whether Autonomy had performed any calculations to support the claimed losses included in its Notice of Claim prior to submitting such Notice of Claim.

b. Defendant’s Brief Description of the Case.

This is a case where two highly sophisticated commercial entities, each represented by prestigious law firms, entered into an expensive corporate transaction, in which the defendant, Autonomy, paid \$375 million to acquire a third party, Zantaz. Roughly \$20 million of that purchase price was set aside in an escrow account maintained at U.S. Bank, to be used to indemnify Autonomy for losses it might sustain in connection with the aforementioned acquisition. A very simple procedure was established by the parties—negotiated at arm’s

length—to be applied to claims by Autonomy for indemnity:

Step One: Autonomy was to submit written notice—a “Payment Request”—of its alleged claim for losses subject to indemnification.

Step Two: GA Escrow would then have 10 days to object to the Payment Request.

Step Three: If GA Escrow objected to the Payment Request for any reason, no funds would be released to Autonomy. But if GA Escrow did not object, Autonomy’s claimed losses would be “conclusively deemed Losses subject to indemnification,” and the appropriate funds to indemnify Autonomy for these Losses would be released from the escrow account.

Autonomy followed the procedures set forth in the Escrow Agreement to the letter: On September 11, 2007, Autonomy submitted a Payment Request for entirely valid claimed “Losses” to be indemnified by GA Escrow in connection with the merger (in fact, Autonomy sustained well over \$12 million in indemnifiable Losses). Autonomy delivered a copy of its “Payment Request” to U.S. Bank, GA Escrow, and GA Escrow’s corporate counsel (Paul, Weiss, Rifkind, Wharton & Garrison LLP). Autonomy made it clear that this document, with a subject line that reads “Zantaz, Inc. Notice of Claim,” was indeed “a Payment Request with respect to indemnification of Losses under Article VIII of the Merger Agreement in accordance with Section 3(b) of the Escrow Agreement.”

Ten days passed without objection by GA Escrow or its counsel. Seven more days passed with no word from GA Escrow or its counsel. Then, on the 17th day after Autonomy made its Payment Request, GA Escrow asserted a belated objection, seeking to block the release of funds to Autonomy for the Losses which, pursuant to the agreement of the parties, had already been “conclusively” established. U.S. Bank – a sophisticated banking institution serving as the escrow agent in this transaction – had already released the indemnification funds to Autonomy in accordance with Section 3(b)(iv) of the Escrow Agreement. These “Losses” had been “conclusively” established and cannot now be claimed as “damages” sustained by GA Escrow in this litigation.

The Court already granted a motion to dismiss with respect to GA Escrow’s original

complaint, granting leave to amend the fraud claims asserted therein. Autonomy does not believe that the vague and unsupported allegations of fraud contained in the First Amended Complaint are sufficient to satisfy Federal Rule of Civil Procedure 9(b) and that this case is ripe for resolution at the motion to dismiss stage. In the event that this case is not dismissed under Rule 12(b), Defendant intends to file a counterclaim seeking an additional \$4 million in losses.

3. Legal Issues.

Plaintiff believes that the principal legal issues may include:

- a. Whether Defendant made fraudulent misrepresentations to GA Escrow and the Escrow Agent.
- b. Whether Defendant made negligent misrepresentations to GA Escrow and the Escrow Agent.
- c. Whether Defendant breached the implied covenant of good faith and fair dealing implied in the merger agreement and the escrow agreement.
- d. Whether Defendant has been unjustly enriched.
- e. Whether Defendant breached the terms of the merger agreement and the escrow agreement

Defendant believes that the principal legal issues include:

- a. Whether each of Plaintiff's claims is barred by the express terms of the parties' agreements;
- b. Whether Plaintiff's vague and conclusory allegations of fraud are sufficient to satisfy Federal Rule of Civil Procedure 9(b).

4. Motions.

Defendant filed a motion to dismiss on April 9, 2008. On July 8, 2008, the Court granted the motion with leave to amend. Plaintiff filed its First Amended Complaint on August 1, 2008. Defendant will be filing a motion to dismiss on or before August 18, 2008.

5. Amendment of Pleadings.

At this time, Plaintiff does not anticipate adding or dismissing any parties or claims.

1 **6. Evidence Preservation.**

2 Plaintiff has preserved all documents and other materials in its possession, custody or
3 control relevant to the issues in this action.

4 Defendant has preserved all documents and other materials in its possession, custody, or
5 control.

6 **7. Disclosures.**

7 The parties have agreed to make their written initial disclosures on or before August 29,
8 2008 and to exchange documents on or before September 5, 2008.

9 **8. Discovery.**

10 No discovery has been taken to date.

11 a. Subjects:

12 Plaintiff anticipates taking discovery regarding the basis for the losses claimed by
13 Defendant in its Notice of Claim. Plaintiff further anticipates taking discovery regarding the
14 work and documentation, if any, supporting the calculation of the claimed losses included in
15 Defendant's Notice of Claim.

16 Defendant anticipates taking discovery regarding Plaintiff's failure to object to the Losses
17 within the designated period, and all of the purported bases upon which Plaintiff has now asserted
18 fraud allegations.

19 b. Whether discovery should be phased or limited to / focused on particular issues:

20 The parties believe the issues are limited enough that no phasing of discovery is
21 necessary.

22 c. Whether e-discovery issues are anticipated:

23 Plaintiff anticipates seeking discovery with regard to the creation dates and last edit dates
24 of documents, if any, that Defendant claims support the calculation of the claimed losses included
25 in Defendant's Notice of Claim

26 d. Whether there are any privilege/protection issues:

27 The parties do not anticipate any privilege issues at this time.
28

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e. Whether there should be any changes or additions to the discovery rules:

The parties do not believe any changes or additions to the discovery rules are required at this time, but reserve the right to seek additional discovery by stipulation or motion.

f. Whether any other orders pursuant to Fed. Civ. P. Rules 26(c), 16(b) or 16(c):

The parties anticipate filing a stipulated request for a Protective Order.

9. Class Actions.

Not applicable

10. Related Cases.

The parties are unaware of any action related to this action.

11. Relief.

Plaintiff seeks the return by Defendant of the \$8 million it received from the Escrow Agent for its claims for purported losses to the Indemnity Escrow Fund, plus appropriate interest. Plaintiff further seeks an accounting of any and all “losses,” as defined in the Merger Agreement; claimed by Defendant. Plaintiff also seeks punitive damages in such amount as the Court or the jury may award.

12. Settlement and ADR.

The parties have agreed to jointly request an early settlement conference before a Magistrate Judge, and will comply with Local Rule 3-5.

13. Consent to Magistrate Judge For all Purposes.

This case was originally assigned for trial to Chief Magistrate Judge James Larson before being reassigned to the Honorable Susan Illston. The parties respectfully do not consent to proceed before a magistrate judge.

14. Other References.

This case is not suitable for reference to binding arbitration, a special master, or the Judicial Panel on Multidistrict Litigation.

15. Narrowing of Issues.

Plaintiff does not believe that the issues can be narrowed by agreement or by motion at this time; nor does it believe that a narrowing of the issues is necessary to expedite the

1 presentation of evidence at trial. Plaintiff does not request that any issues, claims, or defenses be
2 bifurcated.

3 Defendant believes that this case is suitable for disposition on a motion to dismiss, or, if
4 such motion were denied, on a motion for summary judgment.

5 **16. Expedited Schedule.**

6 The parties do not believe an expedited schedule is necessary.

7 **17. Scheduling.**

8 The parties propose the following schedule:

9 Initial disclosures completed: September 5, 2008

10 Fact discovery closes: March 27, 2009

11 Expert disclosures: March 27, 2009

12 Rebuttal expert disclosures: April 17, 2009

13 Expert discovery closes: May 8, 2009

14 Last day to file dispositive motions: May 22, 2009

15 Hearing on dispositive motions: June 26, 2009

16 Pretrial Conference: July 21, 2009

17 Trial: July 27, 2009

18 **18. Trial.**

19 The case will be tried to a jury. The parties estimate the trial will take 7-10 days.

20 **19. Disclosure of Non-party Interested Entities or Persons.**

21 Plaintiff filed the "Certification of Interested Entities or Persons" required by Civil Local
22 Rule 3-16 on August 8, 2008. As stated in the certification, Plaintiff believes that the following
23 listed persons (i) have a financial interest in the subject matter in controversy or in a party to the
24 proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be
25 substantially affected by the outcome of this proceeding: Zantaz, Inc., Autonomy, Inc., and the
26 Escrow Participants listed on Exhibit A to this Case Management Statement.

27 Defendant filed the "Certification of Interested Entities or Persons" required by Civil
28 Local Rule 3-16 on August 8, 2008. As stated in the certification, Defendant believes that the

persons following listed persons (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding: Zantaz, Inc.

20. Other Matters.

At this time, the parties are not aware of other matters that may facilitate the disposition of this matter.

DATED: August 8, 2008

SHARTSIS FRIESE LLP

By: /s/ Gregg S. Farano

GREGG S. FARANO

Attorneys for Plaintiff

GA ESCROW, LLC

DATED: August 8, 2008

DOLL AMIR & ELEY LLP

By: /s/ Gregory Lawrence Doll

GREGORY LAWRENCE DOLL

Attorneys for Defendant

AUTONOMY CORPORATION PLC

ATTESTATION PURSUANT TO GENERAL ORDER 45 § X(B)

The ECF registered attorney, by virtue of his/her electronic filing of this document, attests that in concurrence with the filing of this document, original signatures have been obtained from each of the signatories named herein.

CASE MANAGEMENT ORDER

The Case Management Conference Statement and Proposed Order is hereby adopted by the Court as the Case Management Order for the case and the parties are ordered to comply with this order.

Dated: _____

The Honorable Susan Illston
United States District Judge

7602\001\1528219.1

EXHIBIT A

EXHIBIT A
Disclosure of Non-Party Interested Entities or Persons

"Escrow Participants" as defined in the Agreement and Plan of Merger entered into by Autonomy PLC, GA Escrow, LLC, Antelope Acquisition Corp and Zantaz, Inc. dated July 3, 2007

Ziad Abi-Karam
Paul Addis
Advanced Equities Investment IV
Advanced Equities Investment IV
Alan Jeffrey
Lana Alber
Alex Hill
Jane Allen
Patricia Allen
Renee Amaral-Corvello
Andrew Moffat
Peter Arbogast
Kathleen Archambeau
Athena Venture Fund LP
Robert Atherton
Aud Investments Limited
B.F. Saul Company Employees' Profit Sharing
Dwight & Robin Badger Joint Tenants
Dwight Badger
Dwight & Robin Badger, Joint Tenants
Daniel Bankert
William E & Joan Bankert, Trustees UDT 9/30/02, Community Property
William E. Bankert
Michael Barry
David Bartle
Jean L. Batman
Bayview 2000, L.P. Liquidating Trust
Robert Beene
John M. Belchers & Leslie F. Belchers, Trustees
Gregory Bergfeld
Harriett M Bessette
Paul Bessette
Paul Bessette and Alison Treanor
Paul Morgan Bessette - Charles Schwab & Co., FBO IRA Rollover Account No. 1559-7498
Stephen Bessette
Tom Bevilacqua

Daniel J. Biasotti
Brad Bischoff
Merritt S. and Gregory D. Blake
Blue Hill Investors, LLC
Robert Bobb
Wendy Bohannon
James Boudreau
Elizabeth Bourgeois
Geoffrey Bourgeois
Bradford C. O'Brien and Judith M. O'Brien, Trustees, The O'Brien Family Trust U/D/T 7/1/92
Tracey Wong Branco
David L. Brantley
N.A. Bridge Bank
Frano Britvic
Jonathan Brust
Robert F. Buchheim and Marion K. Buchheim Trust dated 9/6/72 - Trust C
Joan Burke
Cash Butler
C. Lyn Crooms
Beth Cail
Janet Caldon
John Callahan
Gregory Campbell
James R. Campbell
Kelly Canady
CapEx
Ralph and Beckie Carter
Ben Casado
Jan Paolo R. Casanas
CDC Kineon
CDC Kineon
Garett Cecchini
Ulhas Chamkeri
Darryl L. Chan
Chase Securities, Inc.
Mahendra Chedda
Henry H. Chen
Yunxia Chen
Kenneth Chin
Illango Chinnasamy
Hanford J. Chiu
Ricky Chiu

Chris Slater
Christensen Family Trust
Brian Christianson
Glenda Citragno
Robert Clemens
Janet Mele Coatney
Communication Ventures III, L.P.
Communications Ventures III CEO & Entrepreneurs' Fund, L.P.
ComVentures IV CEO Fund, L.P.
ComVentures IV Entrepreneurs' Fund, L.P.
ComVentures IV, L.P.
Connecticut Avenue Investments, LLC
Grania Connors
Act
Gregory T. Cook
Covell Family Trust
Paige L. Covell - RBC Dain Rauscher Custodian for
Bruce Crain
Elizabeth J. Crewe
Owen Cunningham
Cutler Trust, Dated July 11, 1989
John J. Dacey
Danforth, L.L.C.
Steve Daniel
Michael Darretta
David Allen
David C. Joiner
Deborah Moffat
Deepak Raghavan
Kirk Deininger
Dennis Castaldi
Jayesh Desai
Robert Desroches
Diamond Family Trust - 2005
Diamond, Philip R. - Charles Schwab and Co., Inc., FBO IRA Rollover Account No. 2498-4830
Patricia S. Dickens
Joanna Dienstbier
Jennifer Dikran
Patrick Tom Dobaj
Cynthia Doherty
Nancy Doherty
Anne Doremus

Kenneth Due
James Dullanty
James Dullanty
Dwight & Robin Badger Joint Tenants
Dwight & Robin Badger Joint Tenants
Margo Eakin
Margo M. Eakin
David A. Eck and Wendy Eck, Joint Tenants with Rights of Survivorship
Eclipse Micro Computer, Inc.
Eggerth 1999 Revocable Living Trust – Richard Andrew Eggerth and Lucy Webster Eggerth, Trustees
Maxine L. Eggerth
Irina Elgort
Elizabeth Bourgeois
Brian C. Erb
Roger and Denise Erickson
Ernest Ferraro
Essential Computing Limited
Estelle Yarbrough
F.E.N.I.C.E.
Jim Farrell
Farrens' Family Trust
Farrens' Family Trust
Lance D. Fieldman
Lance D. Fieldman
Steve M. Fieldman
Janice Fischer
Karl Fischer
Stanley Fisher
Stanley Fisher
Mark Fleisher
Michael J. Forkin
Susan F. Fourby
Laura Fowler
Winifred L. Fox, Trustee, The Eggerth Children 1999 Irrevocable Trust
Francis Y. Chin
Jerrold D. Franklin
Frederick Hessler
Ben Freeland
Pablo Fuentes
Monte Funk
Burt A. Furuta
G. Barry Lacy

G. Barry Lacy C/F Elizabeth A. Lacy
Robert Gallo
Hanzhu Gang
GAP Coinvestment Partners III, L.P.
GAP Coinvestments IV, LLC
GAPCO GmbH & Co. KG
GAPStar, LLC
GAP-W, LLC
Michael S. Gausman
Alexa Gausman - Michael S. Gausman, as custodian under the California Transfers to Minors Act
Michael W. Gausman
Randall K. Gausman
Shannon K. Gausman
Susan Gausman
William D. and Gloria Gausman
GC Technology Fund, L.P.
General Atlantic Partners 77, L.P.
General Atlantic Partners 78, L.P.
Geneva Venture Partners
Geneva Venture Partners II
Geneva Venture Partners II
Geneva Ventures, L.P.
Geoffrey Bourgeios
Joseph H. Giammarco
Andrew J. Gioumousis
Elizabeth K. Gioumousis
George Gioumousis
Martha P. Gioumousis
Peter E. Gioumousis
Anne-Emilie Gravel
David Greene
Carl Greer
Carl Greer
Greg Campbell
H&Q Employee Venture Fund 2000, L.P.
Chul Soo Ha
Hambrecht & Quist California
Nicholas Hanson
Lee S. Harris
Stuart Harris
Harry Han
Philip Hawtrey

Bret Hekking
Jay Helmer
Gemma Herana
Matthew W. Herreras
Alex Hill
Edward and Sharon Holbrook, Family Trust, dated December 9, 1996
Karen Y. Honma
William A. Horton
David Hou
Bill Houghton
Richard Huang
Lily Hui
Wai H. Hui
Mychael Huynh
Paul R. Hvidston
IBM
Innovative Technology Partners
Innovative Technology Partners
Innovative Technology Partners II
Innovative Technology Partners II
J. Andrew Joiner
Ronald E. & Barbara Jackson
James C. Joiner
Jayant Chaudhary
JBCL O'Brien Partners, L.P.
Allan Jeffrey
Jennifer Dikran
Roberta Jester
Jim Farrell
Barbara Johnson
Gary Johnson
Kimberly L. Johnson
Joseph McCaskill
Joseph Nezi
Jeffrey Kaufman
Roslyn Kaufman, Trust U/A/D 7/2/96, Roslyn Kaufman Trustee
Arlina Kayla -Thomas Mele, Custodian under the Arizona uniform transfers to minors act
Michael Keefe
Richard D. Keefer
Shari B. Kendle
Kennedy Family Trust
Steve Kennedy

William Kennedy
Kye Kim
W. Brian Kinard
December 22, 2000
Karli M. King
Steven King
Steven B. King - Steven R. King, as Custodian under the California Uniform Transfers to Minors Act
Warren and Marjorie King
Jack R. Kinne
Sajithkumar Kizhakkiniyil
Klei Family Trust, Steven E. Klei and Kathleen M. Klei as Trustees, U/A/D November 12, 2003
Steve Klei
Klei, Steven E. and Kathleen M. Klei as Trustees of the Klei Family Trust U/A/D November 12, 2003
John Klink
Richard C. Knudsen
Marc Kodama
Howard Konopka
Harold Kotler
Joanne Kozinski
Kris Smith
Cecilia M. Kuhn - Naomi Kuhn, Custodian under CUTMA
Samuel B. Kuhn - Naomi Kuhn, Custodian under CUTMA
Michael LaFave
Francis Lambert
Steve R. Lane
Paul A. Lansky
MaryBeth Lassman
Daniel and Sandra Lawrence
Victoria Lawson
LC III, L.L.C.
Lewis Mercado
David E. Liebowitz
Matthew P. Liebowitz
Peter B. Liebowitz
Sarah H. Liebowitz
61123031
61123031
Scott Littman
Bob Liu
Su-Mei Liu
Peter J. Logan
Peter J. Logan

Lost Angel Ventures, L.L.C.

Gary Lowe

Graeme Lowther

Thomas Lynch

Michael Madigan

Peter Mallon

Saul Marcus

Mark Fleisher

Robert Mark

Trish Massart

Joann M. McArdle

Bill McCann

Bill McCann

Tim McCarthy

Lisa McCord

Sam McCord

Stacy McCord

Debbie McCulloch

Diane McIntyre

Joseph McIntyre

Patrick McIntyre

McKannay Family Trust

Caren Elizabeth McKinnie

Caren Elizabeth McKinnie

Michael T. McLean

Holli McMann Bohren

Bruce M. McNamara

MediaTel Capital

MediaTel Management S.A.

Kayla Mele - Thomas Mele, Custodian under the Arizona uniform transfers to minors act

Janet Mele Coatney

Mele Family Trust, Ralph Mele and Aline M. Mele, Trustees, U/D/T dated December 11th, 1987

Arlina Mele - Thomas Mele, Custodian under the Arizona uniform transfers to minors act

Arthur N. Mele

Ralph Mele

Ralph Mele and Aline M. Mele, Trustees of the Mele Family Trust U/D/T dated December 11th, 1987

Thomas Mele

Ramonette Mendoza

Velin Mezinev

Michael D. Schini

George Middlemas

Kristen Milette

Vladimir Milutin
Bryan Mitchell
Andrew Moffat
Deborah Moffat
Razeen Mohideen
Ignatio Monahelis
James F. Moore III
John Moore
William Moore
Christina Morgan
Paul Morris
Mt. Washington Associates L.L.C.
Patrick & Laura Murphy
Ganesh Kumar Muthiah
Michael Myers
Debankur Naskar
Michael Nepomuceno
Neptune Capital Partners Fund, LLC
Neptune Explorer Fund Ltd.
Neptune Explorer Partners
Dirk David Neumann
Christopher J. Nevis and Carrie A. Lubinski, as Joint Tenants of Survivorship
Judy Nguyen
Christopher A. Niesar
George F. Niesar
Gerald V. Niesar
Kirsten H. Niesar
Thomas V. Niesar
Denise Nikoloff - a married woman, as her sole and separate property
Novus Annex Fund, L.P.
Novus Ventures II, LP
Novus Ventures II-A, LLC
Novus Ventures LP
Oban Securities Limited
O'Brien Family Trust, Bradford C. O'Brien and Judith M. O'Brien, Trustees, U/D/T 7/1/92
Olivia Marsh Projects Limited
Craig Olson
ORIX USA Corporation
ORIX Venture Finance LLC
Wei Ouyang
Pablo Fuentes
Carlos Paiva

Dongwook Park
2001
Patrick Tom Dobaj
Cyndi Pedrazzi (Melendez)
Stacy Peng (Chu)
Petersen Living Trust, Robert E. Petersen, Margaret M. Petersen Trustees, R.E. & M. dated 1/17/83
Mike Peterson
Petkanics-Gerstenschlager Family Trust UDT Dated February 16, 2000
Silvio Petrassi
Adric Petrucelli
Ramon Pfeiffer
Philip Hawtry
Koa Pickering
John F. Pierson
Therese Pimentel
Pimm Fox
Bo Pitsker
Victor Pizzolato
Robert W. Plaseski
Frederic Poirot
Robert Pollock SEP - MLPF&S Cust FBO
Veda Ponnusamy
Samuel C. Porterfield
James Powell
Pyramid Technology Ventures I, L.P.
Huy T. Quach
Sheldon J. Quan
Viswanathan Rajamannar
Ralph Mele and Aline M. Mele, Trustees of the Mele Family Trust U/D/T dated December 11th, 1987
Randall K. Gausman
Brian Rankin
Anand Rao
Kyle Raymond
Laura Raymond
Travis Raymond
REE Investments LLC
Stephen Reny
Russell S. Reynolds III
Russell S. Reynolds Jr.
Doris Rice
Steven Richardson
Jack Ripsteen

Carol Risley
Robert E. Petersen, Margaret M. Petersen Trustees, R.E. & M. Petersen Living Trust, Dated 1/17/83
Robert E. Petersen, Margaret M. Petersen Trustees, R.E. & M. Petersen Living Trust, Dated 1/17/83
Kristen Roberts
Laurie Robinson
Patricia Rochette
Roger and Denise Erickson
Brad Rohal
Philippe Rollet
Alice Rollins
Suzanne Rollinson
Joseph Romanowski
Mary J. Romero
Vera F. Rossi
Safiali Rouhi
RRV Partners, LLC
Jonathan T. Rubens
Jonathan T. Rubens
Russel G. Thornton & Elizabeth B. Thornton JTWROS
Nicholas Russo
Uwe Ruttke
Patrick W.C. Sager
Jagadish Samantarai
Samuel G. McCaskill
Jeffrey J. Sarafa
Thomas Savage
Ellen Schultz
Richard H. and Maureen K. Schweickert Jr.
Richard H. & Betty M. Schweickert
Janet Noriega Schwind
Doug Sechrist
Peter Seeger
Seldon, David L. & Joan P. Seldon TR Dtd 08/11/88, David Seldon & Joan Seldon TTEES
Sequel Entrepreneurs' Fund III, L.P.
Sequel Limited Partnership III
Partha Seshadri
Veena Setlur (Sathyam)
Ajay Shah
Thomas J. Shambo
Stephen C. Shank
Jennifer A. Shea
Linda Shelby

Richard B. Sheroff
Rostic Sheykhet
Max Shoka
Michael E. Short
Sid and Jan Sief, husband and wife as Joint Tenants With Right of Survivorship
Walter & Nancy Simone
Frank Siskowski
James M. Sitkin
Lesley Sitkin
Dick Sladek
Chris Slater
Eric Smigielski
Richard and Karen Ross Smigielski
Wesley Smigielski
David L. Smith
Philip Smolek
Scott Stanley
Steven E. Klei and Kathleen M. Klei as Trustees of the Klei Family Trust U/A/D November 12, 2003
Steven R. King and Kay A. King, as Trustees of the Steven R. and Kay A. King Revocable Trust, Dated
Steven R. King, as Custodian for Steven B. King, under the California Uniform Transfers to Minors Act
Alan C. Stickler
Michael Sullivan
Vijaya Swamy
Lydia Sweezer
Jennifer Taylor
Taylor-Tyree Family Trust u/a/d 3/14/98
TeleSoft Partners 1A, L.P.
TeleSoft Partners II QP, L.P.
TeleSoft Partners II SBIC, L.P.
TeleSoft Partners II, L.P.
TeleSoft Strategic Side Fund I, L.L.C.
Amit Tewari
The Dobaj Family Trust
The Moffat Family Trust
The Neptune Fund Limited
The Petkanics-Gerstenschlager Family Trust UDT Dated February 16, 2000
Randy Thelen
David E. Tice
George Tomura
Liz Tran (Thanh)
Kenji Treanor
Nancy Treolo (Lewis)

Curt Uehlein
Jessica Ulrich
Stephen Bessette, Van Liew Trust Company Custodian, IRA Rollover
Rick Vandenberg
Fong Vang
Michael D. Vannucci
Neelima Varudandi
Mayre Veliz
Victor Kaitel
David Waitrovich
Wall Street Technology Partners, LP
Wallace Irrevocable Trust (1997), Kirk Misaka, Trustee
William C. and Jill S. Wallace as Community Property
Judi Wallner
Brian Walsh
Peiwen Wang
Warren King and Marjorie King
Gary Weinert
Gerald Wichmann
Pilar Wienke
William E. Bankert & Joan Bankert, Trustees UDT 9/30/02, Community Property
Michael Williams
Robert Williams
Tracy P. Wirta
Wolf Venture Fund III, L.P.
Carol J. Wolf
Ricky Wong
Chris Wood
Mike Woyak
WS Investment Company 99B
Samuel H. Yan
Russ Yoshinaka
Jim Zanze
Bruce P. Zelis
Zhenyu Zha
Shenxue Zhou
Zhao Ji (George) Zhou
David Ziering
Rudolf Zubiller
Hubert and Fang Sim